

# **San Antonio Uniformed Services Health Education Consortium (SAUSHEC) Resident Training Agreement**

As a resident (term resident is used to designate all GME trainees at any PGY level) assigned to a SAUSHEC GME program, I understand that SAUSHEC shall provide a graduate medical education system that meets all the standards of, and is accredited by the Accreditation Council for Graduate Medical Education. I understand the following policies and my rights, responsibilities and benefits outlined herein:

## **I. RESIDENT RESPONSIBILITIES:**

A. To develop a personal program of learning so as to foster continued professional growth with guidance from the teaching staff.

B. To participate in supervised patient care commensurate with my level of training.

C. To participate fully in the educational and scholarly activities of my training program; to meet all program and SAUSHEC requirements; to demonstrate the knowledge, skills and attitudes defined by my program in the domains of the ACGME's six general competencies, and to assume responsibility for teaching and supervising other residents and medical students as required.

D. To complete a graduation paper by early May of the last year of training (specifics are outlined in the SAUSHEC GME Policy Book). Failure to meet the graduation paper requirement will result in academic action by the GMEC, to include extension of training, probation, or possibly termination from training. This paper is an absolute requirement for graduation from SAUSHEC training programs.

E. To participate as appropriate in hospital and medical staff activities, and to adhere to established practices, procedures, and policies of the hospitals in which I am training. This includes, as appropriate, participation through peer-nominated representation on hospital committees and councils whose actions affect my education and/or patient care.

F. To submit to the program director, at least annually, confidential anonymous written evaluations of the faculty and of educational experiences of the training program.

G. To, adhere at all times to the highest standards of integrity, professionalism and ethical conduct for physicians and for officers of the U.S. Armed Services.

H. To meet all ACGME/RRC & military training and administrative requirements as designated in the SAUSHEC GME Policy Book and the "Training Agreement for Graduate Professional Education in a Military Facility" (military obligation agreement). This includes helping your training program remain in compliance with the ACGME Duty Hour restrictions through careful, personal participation in the 80 hour work week plan of your program and participating in annual Fatigue Education training.

I. To report to the program director use of any medication taken, or still having an effect, during duty hours that could adversely impact cognitive ability, judgment, or ability to perform clinical and educational duties. Examples of this type of medication include (but are not limited) to opioids, benzodiazepines, barbituates, and sedative/hypnotics.

J. To maintain certification in Basic Life Support (BLS).

K. To complete USMLE Step 3 (or equivalent) during PGY-1 (internship) Year. Failure to do so may result in academic action being imposed upon the resident by the GMEC.

L. To comply with Department of Defense policies requiring all residents to have in their possession a current, active, valid, and unrestricted state medical license NLT two years after graduation from medical school (typically by 30 June of the PGY-2 year). Failure to obtain (and maintain) a professional license within the established timelines will result in automatic referral for action to the Dean, SAUSHEC and will result in academic action being taken. This action will result in a minimum of placement on Dean's Academic Remediation (DAR), and may result in the resident being placed on probation (adverse academic action by the GMEC). Any adverse academic action may require the resident to report such action to licensing and credentialing agencies in the future. Failure to obtain or maintain the license may also result in "flagging" of military records and adverse personnel actions—to include loss of special pays and benefits, ineligibility to be selected for further GME, reclassification, and/or separation from the military.

M. To, in accordance with Army and Air Force regulations and the "Training Agreement for Graduate Professional Education in a Military Facility," meet service-specific height/weight standards and physical fitness requirements to qualify for advancement and for graduation from residency. Residents are expected to meet these service-specific requirements without exception.

N. To obtain from the program director and/or rotation director a written description of program specific responsibilities and supervision responsibilities for the care of patients. These are typically included in each program's resident handbook. Compliance with these specific requirements is mandatory.

O. To obtain from the program director and/or rotation director a description of the usual call schedule and schedule of assignments (rotations), and to comply with these schedules.

P. To comply with restriction on Outside Practice Activities (Moonlighting). MEDCOM Reg 600-3, para 4.g.(4) and AFI 44-102, *expressly forbid* outside medical practice and gainful employment during the course of a residency. Such practice and employment will be grounds for dismissal from the training program.

## **II. RESIDENT BENEFITS AND RIGHTS:**

As a SAUSHEC resident, my family I and, per DoD regulations, will receive the same benefits in the areas of health care, leave (including parental leave), welfare, recreation, financial support (including retirement and disability benefits), housing and meals as any military medical officer with similar rank and length of service. Full pay and allowances continue for the duration of the residency and during permitted absences listed below. In addition I understand the following policies relating to my benefits:

A. **Absence from Training** - Absence of more than 4 weeks of program-approved curriculum training in any given academic year, may result in an extension in training to insure the resident meets RRC, American Board of Medical Specialties, and/or DoD requirements for GME training.

B. **Convalescent Leave (sick leave)** - Granted for cause, in accordance with SAUSHEC Leave & Pass Policy Section of the SAUSHEC GME Policy Book and DoD regulations.

C. **Ordinary Leave (vacation)** - Granted during the training year as designated in the Leave and Pass Policy Section of the SAUSHEC GME Policy Book. Typically, the more senior the resident, the more time granted for annual leave.

D. **Parental Leave** - Described in the SAUSHEC GME Policy Book.

E. **Leave of Absence /Benefits** - Described in the SAUSHEC GME Policy Book.

F. **Disability Insurance** - Provided in accordance with DoD regulations.

G. **Liability Coverage** - Under the Federal Tort Claims Act 28 USC, Section 2679d, the Westfall Act, medical malpractice coverage is provided to military physicians free of charge. Coverage will be in effect for all care rendered within the scope of a physician's federal employment. This mandates careful, professional behavior and strict adherence to the SAUSHEC Resident Supervision Policy, the training program's supervision policy, and the policies of the hospital in which training takes place.

H. **Counseling & Support Services** - Confidential counseling, medical and support services are available at any time and are described in the SAUSHEC GME Policy Book.

I. **Permissive TDY (Professional Leave)** – described in the SAUSHEC GME Policy Book.

J. **Laundry** - Lab coats and "Scrubs" are provided and cleaned at no cost to resident.

K. **Residency Closure policy** – Described in the SAUSHEC GME Policy Book.

L. **Restrictive Covenants** – Residents are not required to sign a non-competition guarantee.

M. **Duty Hours** - All SAUSHEC programs and residents will comply with ACGME, RRC and SAUSHEC duty hour policies which are available at [www.acgme.org](http://www.acgme.org) and in the SAUSHEC GME Policy Book. If a resident feels his/her program is not in compliance with duty hour policies they should immediately bring this to the attention of their program director, the House Staff Council, any GMEC member, an Ombudsman, an Associate Dean, or the Dean of SAUSHEC. SAUSHEC leadership is absolutely committed to ensuring program compliance with ACGME Duty Hour Policies.

N. **Food services while working in a hospital**- Food is available 24 hours a day in BAMC and WHMC. Both hospitals provide cafeterias or vending machines with food that can be heated in an adjoining microwave.

O. **Call Sleep Rooms** - Residents will be provided with appropriate, gender specific call rooms when they take in house call.

P. **Work environment free from Sexual Harassment and Discrimination** - Department of Defense has zero tolerance for sexual harassment, exploitation and discrimination. Defined policies and procedures addressing sexual harassment and exploitation are outlined in AR 600-20; in BAMC command policy; and in AFPAM 36-2705 and in WHMC command policy. SAUSHEC strictly adheres to these DoD policies.

Q. **Fraternization** - Department of Defense has specific guidelines regarding fraternization between individuals in superior/subordinate roles. Residents should take great care to avoid personal relationships with other individuals within their line of supervision or chain of command/authority to avoid the complications (including the perception of favoritism) that may result in these relationships. Such fraternization can compromise supervisory lines of authority and may be subject to prosecution under UCMJ.

R. **Guarantee of Due Process** - Due process for any academic action such as remediation, probation, extension, and/or termination is outlined in the SAUSHEC Due Process Policy available on the SAUSHEC web site. Proceedings are conducted by the SAUSHEC Graduate Medical Education Committee (GMEC) in accordance with this policy.

S. **System for resolving grievances** - Complaints, grievances, or request for assistance may be presented through the resident's chain of command or through other mechanisms outlined in the SAUSHEC Resident Grievance Policy available on the SAUSHEC web site.

T. **System for managing and treating Physician Impairment** - BAMC and WHMC offer provider health programs and policies regarding intervention, treatment, monitoring and follow-up care for all impaired providers, including resident physicians. These impaired provider programs facilitate recovery of and are an active advocate for impaired providers.

**III. DURATION OF APPOINTMENT AND REAPPOINTMENT (Advancement):** Some Army categorical interns are reappointed based on selection at the Joint Service Graduate Medical Education Selection Board (JSGMESB) in December of their intern year. All Air Force trainees and Army residents PGY-2 and above automatically will be considered for advancement each year until they complete their training. Advancement is contingent upon satisfactory performance in the program and upon criteria listed in the "Training Agreement for Graduate Professional Education in a Military Facility" (obligation agreement). Termination from a training program for academic reasons does not mean dismissal from the Uniformed Services (i.e. loss of employment). All attempts will be made to notify residents of any proposal for termination as early as possible in the academic year. All termination actions will follow SAUSHEC due policy as noted above.

I acknowledge receipt and understanding of this training agreement, and am aware that a copy of the **SAUSHEC GME Policy Book** dated July 2006, and all major SAUSHEC policies (Resident Due Process, Resident Grievance and Resident Supervision) are available to me at the SAUSHEC web site [www.whmc.af.mil/saushec](http://www.whmc.af.mil/saushec). All policies are available for download/print from the website.

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Program Director Signature

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Resident Signature

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Printed name/ Date

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Printed name/ Date